

1 The Honorable Tana Lin
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10 UNITED STATES DISTRICT COURT
11 WESTERN DISTRICT OF WASHINGTON
12 AT SEATTLE

13 AMAZON.COM, INC., a Delaware corporation,
14 AMAZON.COM SERVICES LLC, a Delaware
15 limited liability company, and AMAZON
16 TECHNOLOGIES, INC., a Nevada corporation,

17 Plaintiffs,

18 v.

19 Does 1-20, unknown parties doing business as
20 “CHIN CHOPA,” and the following individuals:
21 Justin Cook, Timothy Rodgers, Sai
22 Parvathareddy, Danielle Lantz, Brandon Wong,
23 Bharath Kumar Gandhe, Berkcan Turkmenoglu,
24 and Mike Ahlert,

25 Defendants.

26 No. 2:24-cv-01083-TL

27 STIPULATED PERMANENT
INJUNCTION AS TO
DEFENDANT MIKE AHLERT
AND PROPOSED ORDER

NOTED FOR CONSIDERATION:
December 31, 2024

Without Oral Argument

1 **STIPULATION**

2 Plaintiffs Amazon.com, Inc., Amazon.com Services LLC, and Amazon Technologies,
3 Inc. (together, “Amazon”), and Defendant Mike Ahlert and (collectively “Settling Parties”), by
4 and through Amazon and Ahlert’s respective counsel of record, notify the Court that the Settling
5 Parties have reached a settlement of all claims between them in this matter. Pursuant to the
6 terms of that settlement, the Settling Parties stipulate and agree to entry of the permanent
7 injunction below.

8 DATED this 31st day of December, 2024.

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10 Davis Wright Tremaine LLP
Attorneys for Plaintiffs

11 By s/ Bonnie MacNaughton
12 Bonnie MacNaughton, WSBA #36110
13 Tim Cunningham, WSBA #50224
14 Macaulay Ivory, WSBA #57858
15 920 Fifth Avenue, Suite 3300
16 Seattle, WA 98104-1610
17 Phone: 206-622-3150
18 Fax: 206-757-7700
19 Email: bonniemacnaughton@dwt.com
20 Email: timcunningham@dwt.com
21 Email: macaulayivory@dwt.com

Mike Ahlert
Pro Se, Mike Ahlert

By s/ Mike Ahlert
Mike Ahlert
920 S. 10th St.
Lake City, MN 55041
Phone: 651-212-8924
Email: jetsbrewers@gmail.com

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PERMANENT INJUNCTION

Pursuant to the above stipulation of the parties, IT IS HEREBY ORDERED that Defendant Mike Ahlert, and his respective employees, agents, successors and assigns, and all others in active concert or participation with him, are permanently enjoined and restrained from:

1. Accessing and using, whether directly or indirectly via a third party, intermediary, or proxy, Amazon.com, or any other Amazon online store around the world;
2. Exploiting or abusing Amazon's ordering or return services;
3. Making false statements or misrepresentations to Amazon;
4. Engaging in any activity that defrauds Amazon into paying money or providing replacement products for illegitimate returns;
5. Engaging in any scheme or malicious activity that interacts with Amazon; and
6. Knowingly and materially assisting or engaging any other person or business entity in engaging in or performing any of the activities listed above.

The Court shall retain continuing jurisdiction over this matter for the limited purposes of enforcing the terms of the Settling Parties' settlement agreement and this Stipulated Permanent Injunction.

IT IS SO ORDERED.

DATED: December 31, 2024.

Tana Lin
Tana Lin
United States District Judge